



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Consignment Agreement for San Joaquin Regional Transit District Ticket Sales at Lodi Transit Station

**MEETING DATE:** February 2, 2011

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute consignment agreement for San Joaquin Regional Transit District ticket sales at Lodi Transit Station.

**BACKGROUND INFORMATION:** San Joaquin Regional Transit District (SJRTD) has requested the City execute a consignment agreement for the sale of SJRTD tickets. The proposed consignment agreement details the consignment sales procedure, advertising details, responsibility in the event of loss, and termination procedures.

In addition to selling GrapeLine and Greyhound passes, the same MV Transportation staff currently sells SJRTD passes at the Lodi Transit Station. According to MV staff, the transit operator has sold SJRTD and SMART (prior regional transit agency) passes since the completion of the Lodi Transit Station in 2000. There is no record of a consignment agreement between SJRTD and the City for this service.

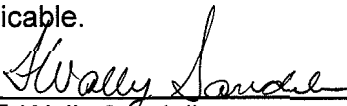
Annually, the City receives a commission of approximately five percent of gross SJRTD ticket sales over \$6,000, as stated in the attached agreement. Approximately 360 SJRTD passes are sold annually, and the City receives less than \$100 in ticket sale commission from SJRTD.

MV Transportation's contract with the City does not specify details for the SJRTD tickets sale procedure and liability. Therefore, the City and MV Transportation, Inc., will execute a no-value Contract Amendment detailing the ticket sale procedure and liability, under the City Manager's authority.

SJRTD ticket sales commission does not significantly affect the City's transit revenues; however, this ticket sale service, along with Greyhound and AMTRAK's automatic ticket machine in the main lobby, provides a convenient method for Lodi community transit users to purchase tickets and to travel on regional transit systems. If the City elects not to sell SJRTD passes, the closest location for Lodi citizens to purchase passes would be at the fare vending machine located at Hammer Lane and Pacific Avenue in Stockton.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

  
F. Wally Sandelin  
Public Works Director

Prepared by Julia Tyack, Transportation Planner  
FWS/JMT/pmf  
Attachment

cc: MV Transportation Inc. General Manager Brenda Kuykendall  
Transportation Manager/ Senior Traffic Engineer

**APPROVED:**   
Konrad Bartlam, City Manager

## CONSIGNMENT AGREEMENT

THIS AGREEMENT is entered into at Stockton, California, as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between **LODI TRANSPORTATION STATION** (hereafter "CONSIGNEE"), and the **SAN JOAQUIN RTD**, (hereinafter "DISTRICT").

1. Effective on the date of this Agreement, and continuing thereafter until such time as the Agreement is terminated under terms specified herein, CONSIGNEE shall, at its own expense, sell the DISTRICT's bus tickets and passes and keep proper records of such sales. CONSIGNEE shall report and account for all sales and render payment for such sales as provided in the DISTRICT's Consignment Sales Procedure, a copy of which is attached as Exhibit " A .
2. The DISTRICT will provide such display, advertising, signs and bus route schedules which the CONSIGNEE shall display in a prominent location for the public to see. The DISTRICT will be responsible for seeing that the CONSIGNEE has the most current materials for display by the CONSIGNEE.
3. In performing such sales activity, CONSIGNEE shall act as an independent contractor and not as an agent or employee of the DISTRICT. All personnel of the CONSIGNEE engaged in the performance of this Agreement shall be subject to the CONSIGNEE's management and control and shall not be employees or agents of the DISTRICT.
4. The CONSIGNEE shall maintain, in a safe and secure location, the bus tickets and passes and the funds collected by CONSIGNEE from the sale thereof. In the event of any loss, destruction or disappearance from fire, water, burglary, robbery or theft of the bus tickets, passes and/or funds (when said funds are maintained in its separate collection box), the DISTRICT shall be responsible for the value thereof up to \$1,500.00 per occurrence. The CONSIGNEE will be fully responsible for any and all other losses, including any and all loss due either to the gross negligence of the CONSIGNEE, including its employees, or from internal theft.
5. This Agreement may be terminated by either party at any time as the parties may mutually agree or by one party giving written notice of termination to the other. Upon termination, CONSIGNEE shall forthwith deliver to DISTRICT all unsold bus tickets and passes, all funds due to DISTRICT and all of the DISTRICT'S property and all papers and records, or copies thereof, relating to or used in the performance of this Agreement, which the CONSIGNEE has in its possession at the time of termination.
6. If any provision in this Agreement is invalid or unenforceable, that provision shall be construed, limited, modified or, if necessary, severed, to the extent

necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement shall continue to apply.

7. This Agreement shall be construed, interpreted and governed by the laws of the State of California and applicable federal law.
8. This agreement contains the entire agreement between the parties relating to the operation of the CONSIGNEE as a sales outlet on behalf of the DISTRICT for bus ride tickets and passes. This agreement supersedes and replaces all prior and contemporaneous oral and written agreements, negotiations and discussions between the parties hereto with respect to the subject matter of this agreement between the CONSIGNEE and the DISTRICT and contains all of the covenants and agreements between the parties with respect thereto. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing, signed by both parties hereto.

**IN WITNESS WHEREOF,** CONSIGNEE AND DISTRICT have executed this agreement as of the date first above written.

**CONSIGNEE:**

Date Executed: \_\_\_\_\_

**LODI TRANSPORTATION STATION**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address and Telephone Number:  
24 S. Sacramento St.  
Lodi, CA 95240 P.O Box 220  
(209)

**DISTRICT:**

Date Executed: \_\_\_\_\_

**SAN JOAQUIN RTD**

By: \_\_\_\_\_  
Gloria Salazar,  
Assistant General Manager/CFO

Address and Telephone Number:  
P.O. Box 201010  
Stockton, CA 95201  
(209) 948-5566



## **EXHIBIT A**

### **CONSIGNMENT SALES PROCEDURE**

The District will issue the first set of bus passes and tickets in a total amount not to exceed \$10,000.00 in value. The lists of bus tickets and passes and prices will be provided.

Additional bus tickets and passes will be issued upon request by phone or by fax from the CONSIGNEE to DISTRICT's Accounting Department. The District will make every effort to deliver the tickets and passes within two workdays after the request is received by the District. A bus ticket and pass request form will be provided to the CONSIGNEE.

Notice of price changes will be communicated to CONSIGNEE as soon as possible.

Sales proceeds shall be remitted to the DISTRICT within 31 days following the end of the month by mailing a check, or personally delivering the check, to the DISTRICT office, 1533 East Lindsay Street, Stockton, CA. A summary of sales for the period covered and the inventory count of tickets and passes on hand must be attached to the check.

The DISTRICT will summarize the CONSIGNEE's sales for the fiscal year to determine the amount of the sales commission due to the CONSIGNEE. The District will pay to the CONSIGNEE a sales commission computed in accordance with the following: 5% of gross sales over \$6,000.00 during the fiscal year. The commission check will be issued at the end of the month following the end of the fiscal year.

RESOLUTION NO. 2011-14

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING CITY MANAGER TO EXECUTE  
CONSIGNMENT AGREEMENT FOR SAN JOAQUIN  
REGIONAL TRANSIT DISTRICT TICKET SALES AT  
LODI TRANSIT STATION

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WHEREAS, San Joaquin Regional Transit District (SJRTD) has requested the City execute a consignment agreement for sale of SJRTD tickets. The proposed consignment agreement details the consignment sales procedure, advertising details, responsibility in the event of loss, and termination procedures; and

WHEREAS, in addition to selling GrapelLine and Greyhound passes, the same MV Transportation staff currently sells SJRTD passes at the Lodi Transit Station. According to MV staff, the transit operator has sold SJRTD and SMART (prior regional transit agency) passes since the completion of the Lodi Transit Station in 2000, but there is no record of a consignment agreement between SJRTD and the City for this service; and

WHEREAS, annually, the City receives a commission of approximately five percent of gross SJRTD ticket sales over \$6,000. Approximately 360 passes are sold annually, and the City receives less than \$100 in ticket sale commission from SJRTD.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a consignment agreement for San Joaquin Regional Transit District ticket sales at the Lodi Transit Station.

Dated: February 2, 2011

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I hereby certify that Resolution No. 2011-14 was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 2, 2011, by the following vote:

AYES: COUNCIL MEMBERS - Hansen, Katzakian, Mounce, Nakanishi,  
and Mayor Johnson

NOES: COUNCIL MEMBERS - None

ABSENT: COUNCIL MEMBERS - None

ABSTAIN: COUNCIL MEMBERS - None



RANDI JOHL  
City Clerk

CITY COUNCIL

BOB JOHNSON, Mayor  
JOANNE L. MOUNCE,  
Mayor Pro Tempore  
LARRY D. HANSEN  
PHIL KATZAKIAN  
ALAN NAKANISHI

**CITY OF LODI**  
**PUBLIC WORKS DEPARTMENT**

CITY HALL, 221 WEST PINE STREET  
P.O. BOX 3006  
LODI, CALIFORNIA 95241-1910  
(209) 333-6706  
FAX (209) 333-6710  
EMAIL [pwdept@lodi.gov](mailto:pwdept@lodi.gov)  
<http://www.lodi.gov>

KONRADT BARTLAM  
City Manager  
RANDI JOHL  
City Clerk  
D. STEVEN SCHWABAUER  
City Attorney  
F. WALLY SANDELIN  
Public Works Director

January 26, 2011

MV Public Transportation, Inc.  
Brenda Kuykendall, General Manager  
24 S. Sacramento Street  
Lodi, CA 95240

**SUBJECT:** Adopt Resolution Authorizing City Manager to Execute Consignment Agreement for San Joaquin Regional Transit District Ticket Sales at Lodi Transit Station

Enclosed is a copy of background information on an item on the City Council agenda of Wednesday, February 2, 2011. The meeting will be held at 7 p.m. in the City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the consent calendar and is usually not discussed unless a Council Member requests discussion. The public is given an opportunity to address items on the consent calendar at the appropriate time.

If you wish to write to the City Council, please address your letter to City Council, City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the mail. Or, you may hand-deliver the letter to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council Meeting, be sure to fill out a speaker's card (available at the Carnegie Forum immediately prior to the start of the meeting) and give it to the City Clerk. If you have any questions about communicating with the Council, please contact Randi Johl, City Clerk, at (209) 333-6702.

If you have any questions about the item itself, please call Julia Tyack, Transportation Planner, at (209) 333-6800, extension 2076.



*for:* F. Wally Sandelin  
Public Works Director

FWS/pmf

**Enclosure**

cc: City Clerk